



REQUEST FOR PROPOSALS
Job Number 69-15-PB
CHAPTER 90 KZC - CRITICAL AREAS ORDINANCE UPDATE, FILE #CAM15-01832
CITY OF KIRKLAND
DEPARTMENT OF PLANNING AND BUILDING DEPARTMENT
September 14, 2015

Scope of Work:	<p>The City is undertaking an update to its Chapter 90 Kirkland Zoning Code – Drainage Basins, as part of updating its Critical Areas Ordinance. The GMA update will address wetlands, streams, frequently flooded areas, and fish and wildlife habitat conservation areas.</p> <p>The Scope of Work includes:</p> <p>Tasks 1-2: Technical Reports Best Available Science (BAS) Report, Gap Analysis comparing existing code with GMA requirements and approaches to mitigation and non-conformances; and Ecology, Fish & Wildlife & Army Corps guidance. Preliminary recommendations on changes to standards for buffer width, buffer reduction, restoration, mitigation and non-conformances.</p> <ul style="list-style-type: none"> Includes kick-off with staff meeting, draft and final BAS Report and Gap Analysis and follow-up City meeting <p>Task 3 Assessment of Mitigation, Monitoring, and Maintenance Alternatives Review files and meet with staff on several past projects in Kirkland to evaluate past and future approaches to maintenance and monitoring of buffer reduction mitigations. Evaluation of current fee-in-lieu options and application for Kirkland. Preparation of summary memo of alternatives and recommendations.</p> <p>Task 4: Code Amendments Provide technical & scientific support, recommendations and review of code amendments prepared by City staff.</p> <p>Task 5: Case Studies Field work and development of three to four scenarios on selected sites within the city applying the BAS buffers and preparing user friendly illustrative graphics of the study results.</p> <p>Task 6: Public Involvement Two open houses, four meetings before the Planning Commission/ Houghton Community Council and two meetings for the City Council (or any combination). Preparation of exhibits and presentations.</p> <p>The scope of work does not include geologically hazardous areas.</p>
Estimated Budget:	\$49,000
Timeline for Scope of Work:	<p>October 2015</p> <ul style="list-style-type: none"> Select consultant, sign contract and have kick-off meeting <p>November – December 2015</p>

	<ul style="list-style-type: none"> • Complete BAS Report and GAP analysis • Complete Assessment of Mitigation, Monitoring, and Maintenance Alternatives <p>January - February 2016</p> <ul style="list-style-type: none"> • Brief Councils and Commission on BAS Report and GAP analysis • Support City staff with draft code amendments • Complete case studies <p>March – April 2016</p> <ul style="list-style-type: none"> • Attend study sessions and hearing on draft amendment before Planning Commission and Houghton Community Council • Prepare exhibits and attend open houses <p>May – June 2016</p> <ul style="list-style-type: none"> • Receive final recommendation from Planning Commission and attend City Council study session • Attend City Council adoption meeting
Consultant Qualifications:	<p>Qualified consultants must have experience in preparing BAS Reports and GAP analysis for Critical Areas in Western Washington and expertise in critical area assessment and buffers, restoration and mitigation design.</p> <p>Qualified consultants must also work effectively with Councils and Commissions, community groups and affected individuals. Familiarity with Kirkland would be an asset. The City reserves the right to select the appropriate team.</p>
Proposal Requirements:	<ul style="list-style-type: none"> • Brief description of general approach and process for preparing the scope of work. Limit description to a maximum 7 pages. • Qualifications and experience of firm and individuals that will be involved in the project. • Identification of project manager. • Two professional references. • Hourly rates and estimate of hours spent on each aspect of the scope of work for persons involved in the project.
Contract:	City of Kirkland's Professional Services Agreement (Attachment A).
Selection Criteria:	<p>The proposals will be reviewed based on the following criteria:</p> <ul style="list-style-type: none"> • Responsiveness to the RFP and approach to the project. • Expertise and relevant experience. • Ability to effectively communicate and conduct presentations. • Ability to meet the schedule. • Fees. • References.
City Contact:	<p>Questions about scope of work, contact: Teresa Swan, Senior Planner, 425-587-3258, tswan@kirklandwa.gov City of Kirkland Department of Planning and Building 123 5th Avenue Kirkland, WA 98033</p>
Submission: Instructions	<p>Proposals are due in the office of the City's Purchasing Agent no later than 2:00 pm PDT, September 30, 2015.</p> <p>Proposals may be submitted in MS Word or PDF format by email to purchasing@kirklandwa.gov (Do not submit proposals as a Zip file).</p> <p>As an alternate, proposals may be mailed or delivered to: City of Kirkland</p>

	Attn: Purchasing Agent, Job # 69-15-PB 123 5 th Avenue , Kirkland, WA 98033
Information available for review on the City's website at www.kirklandwa.gov:	<ul style="list-style-type: none"> • Current Chapter 90 Kirkland Zoning Code (KZC) Drainage Basins • Current Chapter 83 KZC Shoreline Critical Areas Ordinance • Draft Environment Element Chapter (for GMA update) • Kirkland's Streams, Wetlands and Wildlife Study, 1998 Part 1 and Part 2



PROFESSIONAL SERVICES AGREEMENT

Job Name and Number _____

The City of Kirkland, Washington, a municipal corporation ("City") and _____, whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and

equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing

equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to

the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

Manager

By: _____

Marilynne Beard, Deputy City

Date: _____

Date: _____